



2026:CGHC:1484-DB



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HIGH COURT OF CHHATTISGARH AT BILASPUR**Order Reserved on : 19.11.2025****Order Delivered on : 09.01.2026****First Appeal No. 132 of 2016**

Sheikh Naim S/o Sheikh Hafeez Kuraishi, aged about 39 years, R/o Khan Dresses Main Road, Dongargaon, Tahsil Dongargaon, District Rajnandgaon (C.G.)

--- Appellant**Versus**

Smt. Ganga Bai Gupta W/o Subhash Chandra Gupta, aged about 48 years, R/o Village Aari, Post Dongargaon, P.S. Dongargaon, Tahsil Dongargaon, District Rajnandgaon (C.G.).

--- Respondent

(Cause-title taken from Case Information System)

For Appellant	:	Mr. Satish Chandra Verma, Senior Advocate assisted by Mr. Abhishek Pandey, Advocate
For Respondent	:	Mr. Gyan Prakash Shukla, Advocate

Hon'ble Smt. Rajani Dubey, Judge**Hon'ble Shri Amitendra Kishore Prasad, Judge****C A V Judgment****Per Amitendra Kishore Prasad, J.**

1. Heard Mr. Satish Chandra Verma, learned Senior Counsel assisted by Mr. Abhishek Pandey, learned counsel for the



appellant and Mr. Gyan Prakash Shukla, learned counsel appearing for the respondent.

2. The appellant has challenged the judgment and decree dated 12.04.2016 (Annexure A/1) passed by the learned District Judge, Rajnandgaon (C.G.) in Civil Suit No. 10-A/2014, whereby the suit instituted by the respondent–plaintiff, *Smt. Ganga Bai Gupta*, has been decreed against the present appellant–defendant, Sheikh Naim. Being dissatisfied and aggrieved by the findings recorded and the decree so passed, which, according to the appellant, are contrary to the pleadings on record, evidence adduced by the parties and the settled principles of law governing specific performance of contracts, the present appeal has been preferred assailing the legality, propriety and correctness of the impugned judgment and decree with the following prayer :-

“It is, therefore prayed that this Hon'ble Court may be kind enough to allow the present appeal and the order Annexure A/1 may kindly be set aside and quashed on the basis of facts and grounds as mentioned above, it is further humbly submitted and prayed that this Hon'ble Court may be kind enough to set-aside the order Annexure A/1 as bad in law and unsustainable in the eyes of law.



Any other relief may also be granted in favour of the appellant as it deem fit in the facts and circumstances of the case.”

3. Brief facts of the case, in a nutshell are that the appellant is the owner of land and building situated at Dongargaon bearing Khasra No. 441/5 admeasuring 632 sq. ft., out of which a pakka shop is constructed over 279 sq. ft. and the remaining 353 sq. ft. is open land (hereinafter referred to as the “disputed property”). On 20.04.2012, an agreement to sell (Ex. P/2) was executed between the appellant and the respondent for a total consideration of ₹14,80,000/-, whereunder the respondent paid ₹7,00,000/- as earnest money and the sale deed was agreed to be executed before June 2012. As the respondent failed to get the sale deed executed within the stipulated time, the agreement was renewed on several occasions, lastly on 01.02.2013, fixing 28.02.2013 as the final date for execution of the sale deed; however, even thereafter the respondent failed to perform her part of the contract. The agreement itself disclosed the existence of a tenant in the shop and recorded that the appellant would make best efforts to hand over vacant possession, thereby demonstrating complete transparency on the part of the appellant.
4. Despite this, the respondent neither arranged the balance consideration nor showed readiness and willingness to conclude the transaction, and merely prolonged the matter for nearly two



years, during which period the appellant's immediate financial need was met otherwise and the value of the property increased. After the tenant vacated the shop in November 2013 and the appellant commenced repairs, the respondent filed a civil suit on 28.03.2014 and obtained interim injunction orders. It is the consistent case of the appellant that he was always ready and willing to execute the sale deed, whereas the respondent lacked both intention and financial capacity, never stepped into the witness box to depose during trial, and sought to blame the appellant despite her own conduct.

5. The appellant also issued a legal notice dated 15.01.2014 informing the respondent of the changed circumstances and offering to sell the property at the enhanced rate, to which no proper response was given. The learned Trial Court, without appreciating these material facts and circumstances, passed the impugned order (Annexure A/1), which is contrary to law and liable to be set aside.
6. Mr. Satish Chandra Verma, learned Senior Counsel assisted by Mr. Abhishek Pandey, learned counsel for the appellant, submits that the present dispute emanates from the persistent non-performance of contractual obligations on the part of the respondent despite repeated opportunities, indulgence, and extensions granted by the appellant. It is contended that the learned Trial Court has failed to appreciate the true factual matrix



and the settled principles governing grant of relief of specific performance.

7. Learned Senior Counsel would submit that the appellant, Sheikh Naim, is the undisputed owner and title holder of the land and building situated at Dongargaon bearing Khasra No. 441/5, admeasuring 632 sq. ft., out of which 279 sq. ft. consists of a pakka constructed shop and the remaining 353 sq. ft. is open land. Being in lawful possession and ownership, the appellant was fully competent to alienate the said property. Owing to urgent financial constraints, the appellant entered into an agreement to sell dated 20.04.2012 with the respondent, Smt. Ganga Bai Gupta, for a total consideration of ₹14,80,000/-, pursuant to which an advance amount of ₹7,00,000/- was received.
8. It is further submitted that as per the express terms of the agreement, the sale deed was to be executed and registered before June 2012 on payment of the balance consideration. However, the respondent failed to perform her part of the contract within the stipulated time and instead sought extensions repeatedly. Even upon mutual renewal of the agreement, first extending the period till July 2012 and thereafter up to January 2013 and finally by executing a renewed agreement dated 01.02.2013 fixing 28.02.2013 as the outer limit, the respondent did not come forward to have the sale deed executed. The appellant, throughout this period, remained ready and willing to



complete the transaction, whereas the respondent consistently avoided performance.

9. Learned Senior Counsel would vehemently contend that the conduct of the respondent clearly reflects lack of bona fide intention, particularly when she deceitfully altered the agreed timelines to her advantage and failed to demonstrate financial readiness to pay the balance consideration. It is urged that repeated extensions cannot be construed as waiver of essential terms of the contract, especially in transactions involving immovable property where time, if not originally the essence, gradually assumes significance due to prolonged delay and escalation in property value. It is also submitted that by the time the respondent issued a legal notice dated 13.01.2014 proposing execution of the sale deed, there was no subsisting and enforceable agreement in existence, the last agreement having already expired by efflux of time. The appellant rightly replied vide legal notice dated 15.01.2014, informing that the agreement stood cancelled due to repeated defaults on the part of the respondent, while expressing willingness to refund the earnest money of ₹7,00,000/-. The refusal of the respondent to accept the refund further substantiates her mala fide intent to keep the transaction alive only for speculative gains. He submits that the respondent never stepped into the witness box to prove her readiness and willingness, which is a mandatory requirement



under Section 16(c) of the Specific Relief Act, 1963. The learned Trial Court, despite serious lacuna, proceeded to decree suit, which is unsustainable.

10. In light of the aforesaid facts, learned Senior Counsel submits that the impugned judgment and decree dated 12.04.2016 suffer from perversity, misreading of evidence, and non-application of settled legal principles. The respondent's conduct clearly demonstrates that she never intended to complete the sale transaction, whereas the appellant acted throughout in good faith. Therefore, it is prayed that the appeal be allowed, the impugned judgment and decree be set aside, and appropriate equitable relief be granted in favour of the appellant to prevent further injustice and hardship.
11. Reliance is placed upon the judgments rendered by the Hon'ble Supreme Court in the matters of ***N.P. Thirugnanam v. R. Jagan Mohan Rao (Dr)***, (1995) 5 SCC 115, ***K.S. Vidyanadam v. Vairavan***, (1997) 3 SCC 1, ***Saradamani Kandappan v. S. Rajalakshmi***, (2011) 12 SCC 18, ***Mohinder Kaur v. Sant Paul Singh***, (2019) 9 SCC 358, ***Manisha Mahendra Gala v. Shalini Bhagwan Avatramani***, (2024) 6 SCC 130 and ***Sangita Sinha v. Bhawana Bhardwaj***, 2025 SCC OnLine SC 723, to buttress his submissions.



- 12.** On the other hand, Mr. Gyan Prakash Shukla, learned counsel appearing for the respondent/plaintiff, submits that he has filed the cross-objection under Order 41 Rule 22 of the Code of Civil Procedure, 1908 (for short, 'CPC'), assailing the impugned judgment and decree dated 12.04.2016 passed by the learned District Judge, Rajnandgaon (C.G.) in Civil Suit No. 10-A/2014, to a limited extent. It is submitted that though the learned Trial Court has rightly appreciated the pleadings and evidence on record and has correctly decreed the suit for specific performance in favour of the respondent/plaintiff, it has failed to grant the consequential and legitimate relief of litigation costs, despite a specific prayer to that effect in the plaint.
- 13.** Learned counsel would contend that the respondent/plaintiff had instituted the civil suit seeking a decree for specific performance of the agreement to sell on account of the appellant/defendant's failure to execute the sale deed within the stipulated time. Upon due consideration of the facts and circumstances of the case and after recording categorical findings regarding the readiness and willingness of the respondent/plaintiff to perform her part of the contract, the learned Trial Court decreed the suit and directed the appellant/defendant to accept the balance sale consideration of ₹7,80,000/- on or before 27.04.2016 and thereafter to execute the registered sale deed on or before 30.06.2016. It was further provided that in the event of default, the respondent/plaintiff



would be entitled to recovery of the advance amount of ₹7,00,000/- along with interest @ 6% per annum from the date of institution of the suit.

14. However, learned counsel submits that despite such findings being recorded entirely in favour of the respondent/plaintiff, the learned Trial Court failed to exercise its discretion judiciously in not awarding litigation expenses and costs, even though the same were specifically claimed. It is urged that the basic rule governing costs is that the unsuccessful party must ordinarily reimburse the successful party, both to compensate the latter for the expenses incurred in vindicating her legal rights and to deter frivolous or unmeritorious litigation. The omission to award costs, according to learned counsel, is arbitrary and contrary to the settled principles governing award of costs under the CPC. He further submits that the respondent/plaintiff was not found to be in breach of any term of the contract and, on the contrary, the learned Trial Court has unequivocally held that she was always ready and willing to perform her contractual obligations. In such circumstances, denial of litigation costs causes manifest injustice and amounts to failure to exercise jurisdiction vested in the court below. The issue, therefore, assumes the character of a jurisdictional error, which squarely falls for consideration while adjudicating the present appeal.



- 15.** On these premises, learned counsel prays that the cross-objection be allowed and the impugned judgment and decree be suitably modified by awarding litigation costs in favour of the respondent/plaintiff, in the interest of justice.
- 16.** We have heard learned counsel for the parties at length and have carefully perused the pleadings, evidence and the entire record of the case, including the impugned judgment and decree as well as the cross-objection filed by the respondent/plaintiff.
- 17.** From perusal of the plaint, it transpires that the plaintiff and the defendant are residents of the addresses mentioned in the cause title and that the defendant is the owner of a shop situated behind the old bus stand at Dongargaon, bearing Khasra No. 441/5, admeasuring 632 sq. ft., out of which 279 sq. ft. is constructed area and 353 sq. ft. is vacant land. It is pleaded that owing to his financial need, the defendant agreed to sell the said shop to the plaintiff for a consideration of ₹14,80,000/- and executed an agreement to sell dated 20.04.2012, pursuant to which an earnest amount of ₹7,00,000/- was paid, with an understanding that the sale deed would be registered by the end of June 2012. As the shop was under tenancy, the defendant assured vacant possession and, on account of non-vacation, executed subsequent agreements extending the time for registration, lastly fixing 28.02.2013 as the outer limit. The plaint further avers that despite the shop being vacated in November 2013, the defendant



avoided execution of the sale deed and ultimately refused to register the property, compelling the plaintiff to issue a legal notice dated 13.01.2014 and thereafter institute the suit for specific performance, asserting her continuous readiness and willingness to perform her part of the contract.

- 18.** The power of attorney reveals that the plaintiff had entered into an agreement for purchase of a shop along with open land situated at Dongargaon through her son, Manish Kumar Gupta, and on account of the defendant Sheikh Naim's failure to act in accordance with the agreement, she instituted Civil Suit No. 10-A/2014 before the learned District Court, Rajnandgaon. It further discloses that owing to her ill health and physical incapacity to attend court proceedings and stand for long durations, the plaintiff executed a Special Power of Attorney on 08.04.2015 at Rajnandgaon, authorising her son Manish Kumar Gupta to appear, plead, lead and adduce evidence, compromise, receive or deposit money, file appeal and to do all such acts necessary for effective conduct of the case on her behalf, which acts were to be binding upon her in the same manner as if performed personally.
- 19.** From perusal of the affidavit dated 20.04.2012, it transpires that Sheikh Naim, resident of Dongargaon, is the owner of land bearing Khasra No. 441/5 admeasuring 632 sq. ft., situated behind the old bus stand in P.H. No. 15, comprising a constructed



shop admeasuring about 269 sq. ft. and an open plot admeasuring 353 sq. ft. The affidavit records that owing to his financial need, he agreed to sell the said property to Smt. Ganga Bai Gupta for a total consideration of ₹14,80,000/-, out of which a sum of ₹7,00,000/- had already been received by him in cash as earnest money, with the balance payable at the time of registration. It further declares that the sale deed was to be executed and registered on or before 16.06.2012, whereafter the title and possession of the property would be handed over to the purchaser. The deponent also affirmed that neither he nor his family members had any objection to the sale, present or future, and that any such objection, if raised, would render the agreement illegal and false.

- 20.** Further, from perusal of the agreement dated 01.02.2013, it is evident that Sheikh Naim, son of Shri Sheikh Hafeez, resident of Dongargaon, is the recorded owner of land bearing Khasra No. 441/5 admeasuring 632 sq. ft., situated behind the old bus stand at Dongargaon, out of which a shop measuring about 279 sq. ft. is constructed and the remaining 353 sq. ft. is open land. Owing to his financial need, he agreed to sell the said property to Smt. Ganga Bai Gupta for a total consideration of ₹14,80,000/-, and received a sum of ₹7,00,000/- in cash as earnest money. The agreement records that the balance amount was to be paid at the time of registration and that the sale deed was required to be



executed and registered on or before 28.02.2013. It is further stipulated that the seller would ensure vacation of the shop and hand over vacant possession to purchaser prior to registration, and that neither the seller nor his family members would raise any objection to the sale, either at present or in future.

- 21.** The registered notice dated 13.01.2014 shows that the plaintiff called upon Sheikh Naim, owner of the shop and open land situated behind the old bus stand at Dongargaon bearing Khasra No. 441/5 admeasuring 632 sq. ft., to honour the agreement to sell executed on 20.04.2012 and the subsequent renewed agreements extending the time for execution of the sale deed up to 28.02.2013. The notice specifically recites that despite repeated assurances and undertakings to vacate the tenanted shop and complete registration, the defendant had failed to do so even after the shop was vacated in November 2013. It further records that the plaintiff had always been ready and willing to get the sale deed executed and called upon the defendant to appear before the Sub-Registrar, Dongargaon on 20.01.2014 for registration, failing which appropriate legal proceedings would be initiated at the defendant's cost and risk.
- 22.** The letter dated 15.01.2014 shows that the appellant, through his counsel, informed the respondent that the agreement to sell dated 20.04.2012 pertaining to the shop and land admeasuring 632 sq. ft. bearing Khasra No. 441/5, Dongargaon, had not been



honoured by the respondent within the stipulated and subsequently extended time. The letter records that despite repeated indulgence and extensions granted up to April 2013, the respondent failed to pay the balance consideration and get the sale deed registered, thereby frustrating the transaction and causing financial loss to the appellant, including cancellation of a proposed purchase of another shop. It was further stated that due to non-performance and lack of bona fide on the part of the respondent, the transaction stood terminated and the earnest money was forfeited, while cautioning the respondent not to act upon the agreement and holding her liable for consequences and costs in case of further legal action.

- 23.** PW-1 Manish Kumar Gupta, power of attorney holder of Smt. Ganga Bai Gupta deposed in his evidence that the entire transaction for purchase of the shop and vacant land situated behind the old bus stand, Dongargaon bearing Khasra No. 441/5 admeasuring 632 sq. ft. was conducted by him on her behalf through his mother as special power of attorney holder, (Manish Kumar Gupta). He stated that the defendant Sheikh Naim agreed to sell the said property for a total consideration of ₹14,80,000/- and received ₹7,00,000/- in cash as earnest money on 20.04.2012, whereafter a written agreement was executed fixing the last week of June 2012 for registration. It was further stated that since the shop was under tenancy, the defendant repeatedly



assured to get the shop vacated and, accordingly, several subsequent agreements were executed extending the time for registration, lastly up to 28.02.2013.

- 24.** PW-1 further deposed that despite repeated assurances and extensions, the defendant failed to get the shop vacated within the agreed period and even after vacation of the shop in November 2013, avoided execution of the sale deed, threatened demolition and demanded higher consideration. She further stated that due to the defendant's inaction, a legal notice dated 13.01.2014 was issued calling upon him to execute the sale deed, but instead of complying, the defendant repudiated the agreement citing increase in market value. It was specifically deposed that she was always ready and willing to perform her part of the contract and possessed sufficient funds to pay the balance consideration.
- 25.** PW-1 also proved on record the series of agreements dated 20.04.2012, 30.06.2012, 29.12.2012 and 01.02.2013 (Ex.P-2 to Ex.P-5), legal notices and replies (Ex.P-6 to Ex.P-10), police complaint, municipal records, building permission obtained by the defendant and various bank and postal account documents to demonstrate financial capacity. During cross-examination, though certain discrepancies in photocopies and alterations were suggested, the witness denied any tampering with original documents and reiterated that the delay in execution of the sale



deed was solely attributable to the defendant's failure to evict the tenant and his subsequent mala fide intention to resile from the agreement due to escalation in property value.

- 26.** PW-2 Riyajuddin Solanki has deposed in his evidence that he is acquainted with Smt. Ganga Bai Gupta, her son Manish Kumar Gupta and her nephew Kailash Gupta. He stated that in April, 2012 a deal regarding the shop and a portion of open land situated behind the old bus stand, Dongargaon, belonging to Sheikh Naim, was entered into in his presence for a total consideration of ₹14,80,000/-. He further stated that the agreement to sell was executed on 20.04.2012, duly notarized, and was signed by Smt. Ganga Bai Gupta and Sheikh Naim, on which he signed as a witness.
- 27.** PW-2 deposed that as per the terms of the agreement, registration of the property in favour of Smt. Ganga Bai Gupta was to be completed by June, 2012. At the time of execution of the agreement, a chicken shop was functioning in the disputed shop and Sheikh Naim had undertaken to get the shop vacated prior to registration. Since the shop could not be vacated by June, 2012, both parties mutually agreed to extend the time, and further agreements were executed, including one in January, 2013, on which he again signed as a witness. He further stated that despite repeated extensions, Sheikh Naim failed to get the shop vacated. Even thereafter, Manish Kumar Gupta informed him that



fresh documents had been executed extending the time for registration. According to PW-2, the tenant ultimately vacated the shop in November, 2013, yet the defendant did not execute the sale deed. He stated that subsequently he saw Sheikh Naim demolishing the shop and was informed that despite a stay order obtained by the plaintiff, the defendant continued construction activities, compelling the plaintiff to take legal action.

- 28.** During cross-examination, PW-2 admitted that Exhibits P-2 and P-3 were prepared at Hirwani Computer Center and that signatures were obtained before a notary. He stated that the amount of ₹7,00,000/- was paid in his presence, which he personally counted and handed over to Sheikh Naim. He also admitted that the condition regarding vacating the chicken shop was orally agreed between the parties and was not expressly mentioned in Exhibits P-2 and P-3. He denied the suggestion that no monetary transaction took place in his presence or that his affidavit was false or filed at the behest of Manish Kumar Gupta. He further stated that to his knowledge, four agreements in total were executed between the parties, though two were executed in his absence, and that the repeated delays were attributable to the defendant's failure to honour his assurance to vacate the shop and execute the sale deed.
- 29.** PW-3 Sushil Pratap Awasthi has deposed in his evidence that he was informed that the defendant's shop and open land were



agreed to be sold in favour of Smt. Ganga Bai Gupta for ₹14,80,000/-. He deposed that since the shop was not vacated by the tenant, the time for registration was extended through subsequent agreements dated 29.12.2012 and 01.02.2013, on both of which he signed as a witness, fixing the final date for registration as 28.02.2013. He further stated that despite these extensions, the defendant avoided registration, leading to issuance of a legal notice in January 2014, and thereafter began demolishing the shop in March 2014 even after a stay order. In cross-examination, he admitted that he had knowledge of the initial transaction through Manish Kumar Gupta, but affirmed his role as a witness to the later agreements and denied that he signed the documents at anyone's behest.

- 30.** The appellant/defendant Sheikh Naim (DW-1) has deposed in his evidence that he runs a business under the name "Khan Dresses" in rented shops and owns a property measuring 632 sq. ft. (Khasra No. 441/5) in Dongargaon, comprising a shop and an open plot. He stated that he entered into an agreement with Smt. Ganga Bai Gupta on 20.04.2012 for the sale of this property for Rs. 14,80,000/-, receiving Rs. 7,00,000/- as earnest money, with registration to be completed by the last week of June 2012. Sheikh Naim deposed that the plaintiff failed to pay the balance consideration within the stipulated time, repeatedly sought extensions, and did not take any initiative to complete the



transaction, resulting in financial loss to him. He denied undertaking any obligation to vacate the tenant or sell the shop by a fixed date and stated that the tenant vacated only in December 2013, after which he had to demolish and repair the property due to its dilapidated condition. He further stated that the agreements dated 20.04.2012 and 01.02.2013 bear the signatures of both parties, while the agreement dated 29.12.2012 was signed by him in the presence of witnesses without the plaintiff, and that none of the agreements specified termination of the deal or forfeiture of the earnest money. Sheikh Naim also clarified that all demolition and repair work was lawful, no construction was done in contempt of any court order, and that subsequent discussions on registration and property valuation were verbal.

- 31.** In cross-examination, DW-1 Sheikh Naim admitted that his signatures appear on Ex. P-2 to P-5 and that he had read and signed these agreements in the presence of witnesses. He confirmed that the agreements do not state that registration was not done due to lack of funds on the plaintiff's part and that the shop and plot were occupied by a tenant at the time of sale. He acknowledged that he obtained building permission for repairs but denied constructing additional shops, and stated that all repair and demolition work was necessary for safety. He admitted signing the agreement dated 29.12.2012 without the plaintiff



present, clarified that he had sent notices (Ex. P-9 and P-10) regarding earnest money, and denied cancelling the deal due to an increase in property value. DW-1 further stated that he did not act in contempt of the court, did not obstruct registration, and that all delays were caused by the plaintiff's failure to pay the consideration or take steps to complete the transaction.

32. In ***N.P. Thirugnanam*** (supra), the Hon'ble Supreme Court has held as follows :-

"5. It is settled law that remedy for specific performance is an equitable remedy and is in the discretion of the court, which discretion requires to be exercised according to settled principles of law and not arbitrarily as adumbrated under Section 20 of the Specific Relief Act, 1963 (for short "the Act"). Under Section 20, the court is not bound to grant the relief just because there was a valid agreement of sale. Section 16(c) of the Act envisages that plaintiff must plead and prove that he had performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than those terms the performance of which has been prevented or waived by the defendant. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while



granting or refusing to grant the relief. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior and subsequent to the filing of the suit along with other attending circumstances. The amount of consideration which he has to pay to the defendant must of necessity be proved to be available. Right from the date of the execution till date of the decree he must prove that he is ready and has always been willing to perform his part of the contract. As stated, the factum of his readiness and willingness to perform his part of the contract is to be adjudged with reference to the conduct of the party and the attending circumstances. The court may infer from the facts and circumstances whether the plaintiff was ready and was always ready and willing to perform his part of the contract.”

- 33.** The Hon'ble Supreme Court in **K.S. Vidyadnam** (supra) has held as follows :-

“10. It has been consistently held by the courts in India, following certain early English decisions, that in the case of agreement of sale relating to immovable property, time is not of the essence of the contract unless specifically provided to that effect. The period of limitation prescribed by the Limitation Act for filing a suit is three years. From these two circumstances, it



does not follow that any and every suit for specific performance of the agreement (which does not provide specifically that time is of the essence of the contract) should be decreed provided it is filed within the period of limitation notwithstanding the time limits stipulated in the agreement for doing one or the other thing by one or the other party. That would amount to saying that the time-limits prescribed by the parties in the agreement have no significance or value and that they mean nothing. Would it be reasonable to say that because time is not made the essence of the contract, the time-limit(s) specified in the agreement have no relevance and can be ignored with impunity? It would also mean denying the discretion vested in the cr.urt by both Sections 10 and 20. As held by a Constitution Bench of this court in Chand Rani v. Kamal Rani, [1993] 1 S.C.C. 519,

"it is clear that in the case of sale of immovable property there is no presumption as to time being the essence of the contract. Even if it is not of the essence of the contract, the court may infer that it is to be performed in a reasonable time if the conditions are (evident)? : (1) From the express terms of the contract; (2) from the nature of the property; and(3) from the surrounding circumstances, for example, the object of making the contract".

In other words, the court should look at all the relevant circumstances including the time-limits



specified in the agreement and determine whether its discretion to grant specific performance should be exercised. Now in the case of urban properties in India, it is well-known that their prices have been going up sharply over the last few decades - particularly after 1973. In this case, the suit property is the house property situated in Madurai, which is one of the major cities of Tamil Nadu. The suit agreement was in December 1978 and the six months' period specified therein for completing the sale expired with 15th of June, 1979. The suit notice was issued by the plaintiff only on 11.7.1981, i.e., more than two years after the expiry of six months' period. The question is v/hat was the plaintiff doing in this interval of more than two years? The plaintiff says that he has been calling upon Defendants 1 to 3 to get the tenant vacated and execute the sale deed and that the defendants were postponing the same representing that the tenant is not vacating the building. The defendants have denied this story. According to them, the plaintiff never moved in the matter and never called upon them to execute the sale deed. The Trial Court has accepted the defendants' story whereas the High Court has accepted the plaintiffs story. Let us first consider whose story is more probable and acceptable. For this purpose, we may first turn to the terms of the agreement. In the agreement of sale, there is no reference to the existence of any tenant in the building. What it says is that within the*



period of six months, the plaintiff should purchase the stamp papers and pay the balance consideration whereupon the defendants will execute the sale deed and that prior to the registration of the sale deed, the defendants shall vacate and deliver possession of the suit house to the plaintiff. There is not a single letter or notice from the plaintiff to the defendants calling upon them to get the tenant vacated and get the sale deed executed until he issued the suit notice on 11.7.1981. It is not the plaintiffs case that within six months, he purchased the stamp papers and offered to pay the balance consideration. Defendants' case is that the tenant is their own relation, that he is ready to vacate at any point of time and that the very fact that the plaintiff has in his suit notice offered to purchase the house with the tenant itself shows that the story put forward by him is false. The tenant has been examined by the defendant as DW-2. He stated that soon after the agreement, he was searching for a house but could not secure one. Meanwhile [i.e., on the expiry of six months from the date of agreement], he stated, the defendants told him that since the plaintiff has abandoned the agreement, he need not vacate. It is equally an admitted fact that between December 15, 1978 and July 11, 1981, the plaintiff has purchased two other properties. The defendants' consistent refrain has been that the prices of house properties in Madurai have been rising fast, that within the said interval of 2 1/2 years,



the prices went up by three times and that only because of the said circumstance has the plaintiff [who had earlier abandoned any idea of going forward with the purchase of the suit property] turned round and demanded specific performance. Having regard to the above circumstances and the oral evidence of the parties, we are inclined to accept the case put forward by Defendants 1 to 3. We reject the story put forward by the plaintiff that during the said period of 2 1/2 years, he has been repeatedly asking the defendants to get the tenant vacated and execute the sale deed and that they were asking for time on the ground that tenant was not vacating. The above finding means that from 15.12.1978 till 11.7.1981, i.e., for a period of more than 2 1/2 years, the plaintiff was sitting quiet without taking any steps to perform his part of the contract under the agreement though the agreement specified a period of six months within which he was expected to purchase stamp papers, tender the balance amount and call upon the defendants to execute the sale deed and deliver possession of the property. We are inclined to accept the defendant's case that the values of the house property in Madurai town was rising fast and this must have induced the plaintiff to wake up after 2 1/2 years and demand specific performance.

11. Sri Sivasubramaniam cited the decision of the Madras High Court in Section V.



Sankaraninga Nadar v. P.T.S. Ratnaswamy Nadar A.I.R. 1952 Mad. 389 holding that mere rise in prices is no ground for denying the specific performance. With great respect, we are unable to agree if the said decision is understood as saying that the said factor is not at all to be taken into account while exercising the discretion vested in the court by law. We cannot be oblivious to the reality - and the reality is constant and continuous rise in the values of urban properties - fuelled by larger-scale migration of people from rural areas to urban centers and by inflation. Take this very case. The plaintiff had agreed to pay the balance consideration, purchase the stamp papers and ask for the execution of sale deed and delivery of possession within six months. He did nothing of the sort. The agreement expressly provides that if the plaintiff fails in performing his part of the contract, the defendants are entitled to forfeit the earnest money of Rs. 5,000/- and that if the defendants fail to perform their part of the contract, they are liable to pay double the said amount. Except paying the small amount of Rs. 5,000/- [as against the total consideration of Rs. 60,000/-] the plaintiff did nothing until he issued the suit notice 2 1/2 years after the agreement. Indeed, we are inclined to think that the rigor of the rule evolved by courts that time is not of the essence of the contract in the case of immovable properties - evolved in times when prices and values were stable and inflation was



unknown - requires to be relaxed, if not modified, particularly in the case of urban immovable properties. It is high time, we do so. learned Counsel for the plaintiff says that when the parties entered into the contract, they knew that prices are rising; hence, he says, rise in prices cannot be a ground for denying specific performance. May be, the parties knew of the said circumstance but they have also specified six months as the period within which the transaction should be completed. The said time-limit may no amount to making time the essence of the contract but it must yet have some meaning. Not for nothing could such time-limit would have been prescribed. Can it be stated as a rule of law or rule of prudence that where time is not made the essence of the contract, all stipulations of time provided in the contract have no significance or meaning or that they are as good as nonexistent? All this only means that while exercising its discretion, the court should also bear in mind that when the parties prescribes certain time-limits for taking steps by one or the other party, it must have some significance and that the said time-limits cannot be ignored altogether on the ground that time has not been made the essence of the contract [relating to immovable properties].

14. Sri Sivasubramaniam then relied upon the decision in *Dr. Jiwan Lai and Ors. v. Brij Mohan Mehra and Anr.* [1973]2SCR230 to show that



the delay of two years is not a ground to deny specific performance. But a perusal of the judgment shows that there were good reasons for the plaintiff to wait in that case because of the pendency of an appeal against the order of requisition of the suit property. We may reiterate that the true principle is the one stated by the Constitution Bench in ChandRani Even where time is not of the essence of the contract, the plaintiffs must perform his part of the contract within a reasonable time and reasonable time should be determined by looking at all the surrounding circumstances including the express terms of the contract and the nature of the property.”

- 34.** In ***Mohinder Kaur*** (supra), the Hon’ble Supreme Court has held as follows :-

“6. We have considered the submissions on behalf of the parties. It is an undisputed fact that the suit property stood redeemed from mortgage on 04.07.1989. The appellant sent due intimation by registered post to the respondent on 27.07.1989 and also provided him with a photocopy of the release deed, requiring the respondent to take steps for execution of the sale deed. The respondent by reply dated 02.08.1989 insisted on the nodues certificate, denying receipt of the release deed. The respondent then gave a power of attorney on 02.11.1989 to PW1. The witness was naturally unaware of the preceding events and denied



receipt of the notice dated 27.07.1989 itself. The witness was therefore also incompetent to deny receipt of photocopy of the release documents by the respondent. It was for the respondent to establish his readiness and willingness for execution of the agreement by entering the witness box and proving his capacity to pay the balance consideration amount. Except for the solitary statement in the plaint no evidence whatsoever was led on behalf of the respondent with regard to the same, if PW1 was competent to depose with regard to the same because these were facts which had to be personal to the knowledge of the respondent alone. Had the witness even led any documentary evidence on behalf of the respondent, in support of the plea for readiness and willingness on part of the respondent, different considerations may have arisen. The witness also sought to deny any knowledge regarding the cancellation of the agreement on 01.09.1989.

7. In Janki Vashdeo Bhojwani v. Indusind Bank Ltd., (2005) 2 SCC 217, it was held that a power of attorney holder, who has acted in pursuance of the said power, may depose on behalf of the principal in respect of such acts but cannot depose for the principal for the acts done by the principal and not by the power of attorney holder. Likewise, the power of attorney holder cannot depose for the principal in respect of matters of which the principal alone can have personal knowledge and in respect of which the



principal is entitled to be crossexamined. In our opinion, the failure of the respondent to appear in the witness box can well be considered to raise an adverse presumption against him as further observed therein as follows :

“15. Apart from what has been stated, this Court in the case of Vidhyadhar v. Manikrao observed at SCC pp. 583-84, para 17 that:

“17. Where a party to the suit does not appear in the witness box and states his own case on oath and does not offer himself to be cross-examined by the other side, a presumption would arise that the case set up by him is not correct....”

- 35.** Recently, in **Manisha Mahendra Gala** (supra), the Hon’ble Supreme Court has held as under :-

“28. The law as understood earlier was that a General Power of Attorney holder though can appear, plead and act on behalf of a party he represents but he cannot become a witness on behalf of the party represented by him as no one can delegate his power to appear in the witness box to another party. However, subsequently in Janki Vashdeo Bhojwani vs. IndusInd Bank Ltd., (2005) 2 SCC 217, this Court held that the Power of Attorney holder can maintain a plaint on behalf of the person he represents provided he has personal knowledge of the transaction in question. It was opined that the Power of Attorney holder or the



legal representative should have knowledge about the transaction in question so as to bring on record the truth in relation to the grievance or the offence. However, to resolve the controversy with regard to the powers of the General Power of Attorney holder to depose on behalf of the person he represents, this Court upon consideration of all previous relevant decisions on the aspect including that of Janki Vashdeo Bhojwani (supra) in A.C Narayan vs. State of Maharashtra, (2014) 11 SCC 790 concluded by upholding the principle of law laid down in Janki Vashdeo Bhojwani (supra) and clarified that Power of Attorney holder can depose and verify on oath before the court but he must have witnessed the transaction as an agent and must have due knowledge about it. The Power of Attorney holder who has no knowledge regarding the transaction cannot be examined as a witness. The functions of the General Power of Attorney holder cannot be delegated to any other person without there being a specific clause permitting such delegation in the Power of Attorney; meaning thereby ordinarily there cannot be any sub-delegation.

29. It is, therefore, settled in law that Power of Attorney holder can only depose about the facts within his personal knowledge and not about those facts which are not within his knowledge or are within the personal knowledge of the person who he represents or



about the facts that may have transpired much before he entered the scene. The aforesaid Power of Attorney holder PW-1 had clearly deposed that he is giving evidence on behalf of plaintiff Nos. 2 to 4 i.e. the Gala's. He was not having any authority to act as the Power of Attorney of the Gala's at the time his statement was recorded. He was granted Power of Attorney subsequently as submitted and accepted by the parties. Therefore, his evidence is completely meaningless to establish that Gala's have acquired or perfected any easementary right over the disputed rasta in 1994 when the suit was instituted."

36. Very recently, in **Sangita Sinha** (supra), the Hon'ble Supreme Court while dealing with the similar issue, has held as follows :-

"16. It is settled law that under the Act, 1963, prior to the 2018 Amendment, specific performance was a discretionary and equitable relief. In Kamal Kumar vs. Premlata Joshi and Ors., (2019) 3 SCC 704, which has been followed in P. Daivasigamani vs. S. Sambandan, (2022) 14 SCC 793, this Court framed material questions which require consideration prior to grant of relief of specific performance. The relevant portion of the judgment in Kamal Kumar (supra) is reproduced hereinbelow:



“7. It is a settled principle of law that the grant of relief of specific performance is a discretionary and equitable relief. The material questions, which are required to be gone into for grant of the relief of specific performance, are:

7.1. First, whether there exists a valid and concluded contract between the parties for sale/purchase of the suit property.

7.2. Second, whether the plaintiff has been ready and willing to perform his part of contract and whether he is still ready and willing to perform his part as mentioned in the contract.

7.3. Third, whether the plaintiff has, in fact, performed his part of the contract and, if so, how and to what extent and in what manner he has performed and whether such performance was in conformity with the terms of the contract;

7.4. Fourth, whether it will be equitable to grant the relief of specific performance to the plaintiff against the defendant in relation to suit property or it will cause any kind of hardship to the defendant and, if so, how and in what manner and the extent if such relief is eventually granted to the plaintiff;

7.5. Lastly, whether the plaintiff is entitled for grant of any other alternative relief, namely,



refund of earnest money, etc. and, if so, on what grounds.

8. In our opinion, the aforementioned questions are part of the statutory requirements [See Sections 16(c), 20, 21, 22, 23 of the Specific Relief Act, 1963 and Forms 47/48 of Appendices A to C of the Code of Civil Procedure]. These requirements have to be properly pleaded by the parties in their respective pleadings and proved with the aid of evidence in accordance with law. It is only then the Court is entitled to exercise its discretion and accordingly grant or refuse the relief of specific performance depending upon the case made out by the parties on facts.”

17. It is trite law that ‘readiness’ and ‘willingness’ are not one but two separate elements. ‘Readiness’ means the capacity of the Respondent No.1-buyer to perform the contract, which would include the financial position to pay the sale consideration. ‘Willingness’ refers to the intention of the Respondent No.1-buyer as a purchaser to perform his part of the contract, which is inferred by scrutinising the conduct of the Respondent No.1-buyer /purchaser, including attending circumstances.

18. Continuous readiness and willingness on the part of the Respondent No.1-buyer /purchaser from the date of execution of



Agreement to Sell till the date of the decree, is a condition precedent for grant of relief of specific performance. This Court in various judicial pronouncements has held that it is not enough to show the readiness and willingness up to the date of the plaint as the conduct must be such as to disclose readiness and willingness at all times from the date of the contract and throughout the pendency of the suit up to the decree. A few of the said judgments are reproduced hereinbelow:-

A. In Gomathinayagam Pillai and Ors. vs. Palaniswami Nadar, (1967) 1 SCR 227, it has been held as under:-

“6. But the respondent has claimed a decree for specific performance and it is for him to establish that he was, since the date of the contract, continuously ready and willing to perform his part of the contract. If he fails to do so, his claim for specific performance must fail. As observed by the Judicial Committee of the Privy Council in Ardeshir Mama v. Flora Sassoon 1928 SCC OnLine PC 43:

“In a suit for specific performance, on the other hand, he treated and was required by the Court to treat the contract as still subsisting. He had in that suit to allege, and if the fact was traversed, he was required to prove a continuous readiness and willingness, from the date of the contract to



the time of the hearing, to perform the contract on his part. Failure to make good that averment brought with it the inevitable dismissal of his suit.”

The respondent must in a suit for specific performance of an agreement plead and prove that he was ready and willing to perform his part of the contract continuously between the date of the contract and the date of hearing of the suit....”

(emphasis supplied)

B. In Vijay Kumar and Others vs. Om Parkash, 2018 SCC OnLine SC 1913, it has been held as under:-

“6. In order to obtain a decree for specific performance, the plaintiff has to prove his readiness and willingness to perform his part of the contract and the readiness and willingness has to be shown throughout and has to be established by the plaintiff....”

(emphasis supplied)

C. In J. P. Builders and Another vs. A. Ramadas Rao and Another, (2011) 1 SCC 429, it has been held as under:-

“27. It is settled law that even in the absence of specific plea by the opposite party, it is the mandate of the statute that the plaintiff has to comply with Section 16(c) of the Specific



Relief Act and when there is non-compliance with this statutory mandate, the court is not bound to grant specific performance and is left with no other alternative but to dismiss the suit. It is also clear that readiness to perform must be established throughout the relevant points of time. "Readiness and willingness" to perform the part of the contract has to be determined/ascertained from the conduct of the parties."

(emphasis supplied)

D. In Umabai and Another vs. Nilkanth Dhondiba Chavan (Dead) By LRs. and Another, (2005) 6 SCC 243, it has been held as under:-

"30. It is now well settled that the conduct of the parties, with a view to arrive at a finding as to whether the plaintiff-respondents were all along and still are ready and willing to perform their part of contract as is mandatorily required under Section 16 (c) of the Specific Relief Act must be determined having regard to the entire attending circumstances. A bare averment in the plaint or a statement made in the examination-in-chief would not suffice. The conduct of the plaintiff- respondents must be judged having regard to the entirety of the pleadings as also the evidence brought on records."

(emphasis supplied)



E. In Mehboob-Ur-Rehman (Dead) through Legal Representatives v. Ahsanul Ghani (supra), it has been held as under:-

“16. Such a requirement, of necessary averment in the plaint, that he has already performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him being on the plaintiff, mere want of objection by the defendant in the written statement is hardly of any effect or consequence. The essential question to be addressed to by the Court in such a matter has always been as to whether, by taking the pleading and the evidence on record as a whole, the plaintiff has established that he has performed his part of the contract or has always been ready and willing to do so...”

(emphasis supplied)

F. In C.S. Venkatesh v. A.S.C. Murthy (Dead) by Legal Representatives & Ors. (supra), it has been held as under:-

“16. The words “ready and willing” imply that the plaintiff was prepared to carry out those parts of the contract to their logical end so far as they depend upon his performance. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of performance. If the plaintiff fails to either aver or prove the same, he



must fail. To adjudge whether the plaintiff is ready and willing to perform his part of contract, the court must take into consideration the conduct of the plaintiff prior, and subsequent to the filing of the suit along with other attending circumstances. The amount which he has to pay the defendant must be of necessity to be proved to be available. Right from the date of the execution of the contract till the date of decree, he must prove that he is ready and willing to perform his part of the contract. The court may infer from the facts and circumstances whether the plaintiff was ready and was always ready to perform his contract.

17. In N. P. Thirugnanam v. R. Jagan Mohan Rao [N.P. Thirugnanam v. R. Jagan Mohan Rao, (1995) 5 SCC 115], it was held that continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant of the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while granting or refusing to grant the relief. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior to and subsequent to the filing of the suit along with other attending circumstances.



The amount of consideration which he has to pay to the defendant must necessarily be proved to be available.

18. In Pushparani S. Sundaram v. Pauline Manomani James [Pushparani S. Sundaram v. Pauline Manomani James, (2002) 9 SCC 582], this Court has held that inference of readiness and willingness could be drawn from the conduct of the plaintiff and the totality of circumstances in a particular case. It was held thus: (SCC p. 584, para 5)

“5. ... So far these being a plea that they were ready and willing to perform their part of the contract is there in the pleading, we have no hesitation to conclude, that this by itself is not sufficient to hold that the appellants were ready and willing in terms of Section 16(c) of the Specific Relief Act. This requires not only such plea but also proof of the same. Now examining the first of the two circumstances, how could mere filing of this suit, after exemption was granted be a circumstance about willingness or readiness of the plaintiff. This at the most could be the desire of the plaintiff to have this property. It may be for such a desire this suit was filed raising such a plea. But Section 16(c) of the said Act makes it clear that mere plea is not sufficient, it has to be proved.”

(emphasis supplied)



19. Consequently, the readiness and willingness of the buyer to go ahead with the sale of the property at the time of the institution of the suit loses its relevance, if the Respondent No.1-buyer is unable to establish that the readiness and willingness has continued throughout the pendency of the suit.”

- 37.** Reverting to the facts of the present case in the light of above judicial precedents, it is quite vivid that the appellant–defendant, Sheikh Naim, is the undisputed owner of the property bearing Khasra No. 441/5, Dongargaon, comprising a constructed shop admeasuring 279 sq. ft. and an open plot of 353 sq. ft., totaling 632 sq. ft. The respondent–plaintiff, Smt. Ganga Bai Gupta, entered into an agreement to purchase the said property on 20.04.2012 for a total consideration of ₹14,80,000/-, paying ₹7,00,000/- as earnest money, with the sale deed to be executed within the stipulated period. As the property was under tenancy at the relevant time, the appellant assured the respondent that he would make best efforts to provide vacant possession, which demonstrates the appellant’s transparency and bona fide intent.
- 38.** The agreement to sell was subsequently extended multiple times due to practical difficulties in obtaining vacant possession, including renewals on 30.06.2012, 29.12.2012, and 01.02.2013, ultimately fixing 28.02.2013 as the final date for execution of the sale deed. Despite these repeated opportunities and extensions, the respondent failed to pay the balance consideration and



complete the registration within the agreed period. During this time, the appellant remained ready and willing to perform his part of the contract, while the respondent delayed, avoided taking steps to complete the transaction, and did not personally depose in the trial to prove her continuous readiness and willingness as required under Section 16(c) of the Specific Relief Act, 1963.

39. The evidence on record, including the testimony of PW-1 Manish Kumar Gupta, power of attorney holder of Smt. Ganga Bai Gupta, PW-2 Riyajuddin Solanki, PW-3 Sushil Pratap Awasthi, and the appellant himself (DW-1), clearly establishes the following:

- The appellant was in lawful possession of the property and fully competent to sell the same.
- The respondent had paid earnest money and executed agreements reflecting her initial intent to purchase.
- The respondent failed to demonstrate financial readiness and willingness to perform her obligations continuously from the date of the first agreement until the filing and conclusion of the suit.
- The appellant issued legal notice on 15.01.2014 declaring the termination of the agreement due to repeated defaults, offering to refund the earnest money, which the respondent refused to accept.



- The respondent's reliance on her Power of Attorney (son Manish Kumar Gupta) for adducing evidence does not cure the defect of personal non-deposition, as held in **Janki Vashdeo Bhojwani** (supra), and clarified in **Manisha Mahendra Gala** (supra).

- 40.** The conduct of the respondent clearly demonstrates a lack of bona fide intention to perform the contract. The repeated extensions cannot be construed as a waiver of the essential terms of the contract, especially when coupled with the increase in market value of the property and the respondent's attempts to resile from the agreement. As held by the Hon'ble Supreme Court in **N.P. Thirugnanam** (supra), and reaffirmed in **Sangita Sinha** (supra), the Court must consider the continuous readiness and willingness of the plaintiff from the date of the contract until the date of decree, failing which specific performance cannot be granted.
- 41.** Furthermore, the learned Trial Court, while decreeing the suit in favor of the respondent, failed to properly examine these crucial aspects, did not adequately consider the appellant's evidence, and ignored the legal principles governing the equitable relief of specific performance. The learned counsel for the appellant has rightly contended that specific performance is discretionary under Sections 20 and 21 of the Specific Relief Act, 1963, and must be



refused where the plaintiff has not been continuously ready and willing to perform contractual obligations.

42. In light of the above discussion, the following conclusions emerge:-

- The appellant was always ready and willing to perform his part of the contract, including providing vacant possession of the shop and open land, and executing the sale deed upon receipt of the balance consideration.
- The respondent failed to demonstrate continuous readiness and willingness to perform her part of the contract, a condition precedent for grant of specific performance as enshrined in Sections 16(c) and 20 of the Specific Relief Act, 1963.
- The learned Trial Court erred in decreeing the suit in favor of the respondent without adequately considering the appellant's evidence, repeated defaults of the respondent, and relevant equitable considerations.
- The agreements to sell dated 20.04.2012 and subsequent renewals stand terminated due to the respondent's failure to perform essential contractual obligations.

43. Accordingly, in exercise of appellate jurisdiction, the appeal is hereby **allowed**. The judgment and decree dated 12.04.2016 passed by the learned District Judge, Rajnandgaon (C.G.) in Civil Suit No. 10-A/2014 are set aside and quashed. The appellant–



defendant is absolved from any further liability in relation to the agreements to sell.

- 44.** Considering equitable justice, the respondent/plaintiff is entitled to receive advance amount of ₹ 7,00,000/- (Rupees Seven Lacs) along with interest @ 6% per annum from the date of institution of suit that is from 24.01.2014 till the realization of the amount.
- 45.** As a consequence thereof, the cross-objection filed by the respondent/plaintiff is hereby dismissed.
- 46.** A decree be drawn up accordingly.

Sd/-

(Rajani Dubey)
Judge

Sd/-

(Amitendra Kishore Prasad)
Judge

Yogesh

The date when the judgment is reserved	The date when the judgment is pronounced	The date when the judgment is uploaded on the website	
		Operative	Full
19.11.2025	09.01.2026	-----	09.01.2026